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4  
5 BILL NO. S-72-09-05

6 SPECIAL ORDINANCE NO. S-Wickham

7 AN ORDINANCE approving an agreement with  
8 NATIONAL CASH REGISTER for rental equip-  
9 ment.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
11 FORT WAYNE, INDIANA:

12 SECTION 1. A certain agreement between the City of  
13 Fort Wayne, by and through its Mayor and the Board of Public Works  
14 and NATIONAL CASH REGISTER for equipment to replace equipment  
15 rented by City Utilites from International Business Machines,  
16 as more specifically set forth in said agreement which is on file  
17 in the office of the Board of Public Works, and is by reference  
18 incorporated herein and made a part hereof, is hereby in all  
19 things ratified, confirmed and approved.

20 SECTION 2. This Ordinance shall be in full force and  
21 effect from and after its passage and approval by the Mayor.  
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23  
24 Winfield L. Moore Jr.  
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34 APPROVED AS TO FORM  
35 AND LEGALITY,

David H. Clark  
CITY ATTORNEY

Read the first time in full and on motion by Hinga seconded by Hinga and duly adopted, read the second time by title and referred to the Committee on Public Works (and to the City Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, at the Council Chambers, City County Building, Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 9/12/72 Charles W. Wintermeyer  
CITY CLERK

Read the third time in full and on motion by \_\_\_\_\_ seconded by \_\_\_\_\_ and duly adopted, placed on its passage.  
Passed (LOST) by the following vote:

AYES _____	NAYS _____	ABSTAINED _____	ABSENT _____	to-wit:
Burns _____	_____	_____	_____	
Hinga _____	_____	_____	_____	
Kraus _____	_____	_____	_____	
Nuckols _____	_____	_____	_____	
Moses _____	_____	_____	_____	
Schmidt, D. _____	_____	_____	_____	
Schmidt, V. _____	_____	_____	_____	
Stier _____	_____	_____	_____	
Talarico _____	_____	_____	_____	

*W. Anderson*

Date \_\_\_\_\_ Charles W. Wintermeyer  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

ATTEST: (SEAL)

\_\_\_\_\_  
CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_-at the hour of \_\_\_\_\_ o'clock \_\_\_\_M., E.S.T.

\_\_\_\_\_  
CITY CLERK

Approved and signed by me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_m., E.S.T.

\_\_\_\_\_  
MAYOR

Bill No. S-72-09-05

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving an agreement with NATIONAL CASH REGISTER for  
rental equipment

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance be withdwn ~~PASS~~.

Winfield C. Moses, Jr., Chairman

William T. Hinga Vice-Chairman

Samuel J. Talarico

Eugene Kraus, Jr.

Donald J. Schmidt

W. C. Moses Jr.  
William T. Hinga  
Samuel J. Talarico  
Eugene Kraus Jr.

MADE A MATTER OF RECORD  
DATE 10-10-72 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

September 14, 1972

The Common Council  
City of Fort Wayne  
Fort Wayne, Indiana

SUBJECT: Agreement - National Cash Register Company

Gentlemen:

An Ordinance of the above subject was introduced in the Common Council  
September 12, 1972.

The National Cash Register Company have already provided services of preliminary planning regarding the conversion. Their agreement includes provisions for their systems analysts to work with us, but we cannot receive this benefit until the agreement is approved. Therefore, in order to avoid a delay between the planning and the conversion the Board deems it advisable to request advance approval of the Agreement.


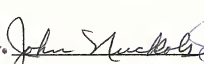

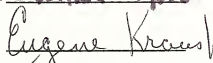
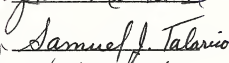
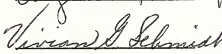
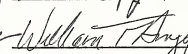
Very truly yours,

BOARD OF PUBLIC WORKS

  
Dr. Jerry D. Boswell, Chairman

JDB/scs

APPROVED:

MEMBERS OF THE COMMON COUNCIL



## THE CITY OF FORT WAYNE

board of public works

58-284-12

September 5, 1972

Mr. David B. Keller  
1310 Anthony Wayne Bank Building  
Fort Wayne, Indiana 46802

Dear Mr. Keller:

Please prepare an ordinance to be introduced in the Common Council, Tuesday, September 12, 1972, for the following:

It is deemed desirable to replace equipment rented by City Utilities from International Business Machines with National Cash Register equipment. Attached is a copy of Rental Agreement showing monthly rental in amount of \$4,087.50 for Councilmanic approval.

Yours truly,

Jerry D. Boswell  
Ronald L. Bonar  
William G. Williams  
BOARD OF PUBLIC WORKS

/ss

Enclosure (copy of Agreement)



## RENTAL AGREEMENT

CUSTOMER NAME	CITY OF FORT WAYNE			
ADDRESS	STREET ADDRESS CITY - COUNTY BUILDING			
	CITY FORT WAYNE	COUNTY ALLEN	STATE INDIANA	ZIP CODE
FOR USE AT	STREET ADDRESS SAME AS ABOVE			
	CITY	COUNTY	STATE	ZIP CODE

The National Cash Register Company ("NCR"), by its acceptance hereof at its Home Office, agrees to furnish to the Customer named above (the "Customer"), and the Customer agrees to accept from NCR the rental of the following listed equipment and features (the "Equipment") upon the terms and conditions hereinafter stated including the attachments listed below.

## EQUIPMENT SCHEDULE

MODEL NUMBER	DESCRIPTION OF EQUIPMENT	TERM	QUANTITY	MONTHLY RENTAL PER SYSTEM/UNIT	MONTHLY RENTAL TOTAL
101	NCR Century Includes	1 yr.			
15-101/7003	Processor with 32K Byte Memory with console CS80L TP GRAP Interface	1 yr.			
12-100	Integrated Card Reader	1 yr.			
40-102	Line Printer (450-900 LPM)	1 yr.		2,400.00	2,400.00
57-102/525-291	Disc Unit and Controller (60 Million Byte, 315KB)	1 yr.	1	787.50	787.50
33-119	40 KB Magnetic Tape Handlers	1 yr.	2	630.00	630.00
24-119	40 KB Magnetic Tape Controller	1 yr.	1	270.00	270.00

This agreement is subject to terms and conditions on the reverse side and to the provisions of the listed attachments, which are incorporated by reference and made a part hereof. Customer acknowledges receipt of a copy of all listed attachments. Warranties of merchantability and fitness are disclaimed.

CHARGE FOR OUT TRANSPORTATION \$	1631.55	ATTACHMENTS:	TOTAL BASIC MONTHLY RENTAL	\$4,297.50
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## SIGNATURES

CUSTOMER NAME	EXECUTION DATE	ACCEPTED	ACCEPTANCE DATE
SIGNATURE & TITLE		AUTHORIZED SIGNATURE	

TO BE  
ENTERED  
BY OFFICENCR  
REFERENCE  
NO.BUSINESS  
NAME

# RENTAL AGREEMENT

CUSTOMER NAME	CITY UTILITIES				
ADDRESS	STREET ADDRESS 1 MAIN STREET 4TH FLOOR CITY-COUNTY BUILDING				
	CITY	FT WAYNE	COUNTY	ALLEN	STATE INDIANA ZIP CODE 46802
FOR USE AT	STREET ADDRESS SAME				
	CITY		COUNTY	STATE	ZIP CODE

The National Cash Register Company ("NCR"), by its acceptance hereof at its Home Office, agrees to furnish to the Customer named above (the "Customer"), and the Customer agrees to accept from NCR the rental of the following listed equipment and features (the "Equipment") upon the terms and conditions hereinafter stated including the attachments listed below.




## EQUIPMENT SCHEDULE

MODEL NUMBER	DESCRIPTION OF EQUIPMENT	TERM	QUANTITY	MONTHLY RENTAL PER SYSTEM/UNIT	MONTHLY RENTAL TOTAL
101	NCR CENTURY 101: Includes				
615-10X/7003	Processors with 32K Byte Memory	1 YR			
	COBOL TP OMAP Interface				
	Console Typewriter	1 YR			
682-100	Integrated Card Reader 300CPM	1 YR			
640-102	Line Printer 450/900 LPM	1 YR		2,400.00	2,400.00
657-102	Disc Unit 2 Spindles 60M Bytes	1 YR			
625-201	Disc Controller	1 YR		787.50	787.50
633-119	40KB Magnetic Tape Handlers	1 YR	2	315.00	630.00
624-119	40KB Magnetic Tape Controller	1 YR	1	270.00	270.00

This agreement is subject to terms and conditions on the reverse side and to the provisions of the listed attachments, which are incorporated by reference and made a part hereof. Customer acknowledges receipt of a copy of all listed attachments. Warranties of merchantability and fitness are disclaimed.

CHARGE FOR IN & OUT TRANSPORTATION \$ 1631.55	ATTACHMENTS: A2, B1, C1, E1,	TOTAL BASIC MONTHLY RENTAL:	4,087.50
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## SIGNATURES

CUSTOMER NAME	EXECUTION DATE	ACCEPTED	ACCEPTANCE DATE
CITY UTILITIES			
SIGNATURE & TITLE		AUTHORIZED SIGNATURE	
			
NCR BRANCH	BR. CODE	CITY	STATE
	533	FORT WAYNE	INDIANA

SEE REVERSE SIDE FOR TERMS AND CONDITIONS  
HOME OFFICE COPY (1)

TO BE ENTERED BY OFFICE REFERENCE NO.

BUSINESS NAME

# TERMS AND CONDITIONS

1. **TERM OF AGREEMENT** — This Agreement shall become effective on the date of its acceptance by NCR at its Home Office and shall remain in force, except as otherwise provided herein, for the period constituting the initial term indicated and shall continue in force thereafter until terminated as herein provided. The initial term shall commence on the first day of the first calendar month following the date on which the Equipment is certified by NCR as ready for use in the case of Equipment to be delivered and in the case of equipment now rented from NCR on the expiration of the previous term.

2. **BASIC MONTHLY RENTAL** — Monthly Rental shall be for any unit of Equipment which commences on the expiration of the previous term or, as to equipment to be delivered, on the day following the date on which NCR certifies to the Customer that it is ready for use. The Basic Monthly Rental as shown on the face of this Agreement may be changed at the expiration of the term on 30 days' prior written notice or during the term on 30 days' prior written notice provided that any increase during the term shall be limited to the amount of any increase in NCR's maintenance rates for the unit on which rent is increased. Rental charges specified herein do not include any federal, state, county, local or other taxes, howsoever designated and whether levied or based upon such rent, other charges, the Equipment or its use, this Agreement, or any service or parts supplied hereunder. Any and all amounts in lieu thereof and interest thereon paid or payable at any time by NCR, exclusive of personal property taxes and taxes based upon net income, shall be borne by the Customer.

3. **INSTALLATION AND SITE PREPARATION** — The Customer shall prepare, prior to delivery of the Equipment, and thereafter maintain at its expense, the site in accordance with specifications which NCR will furnish to the Customer. The Customer shall provide at the site adequate and suitable working facilities and space for maintenance personnel. If the equipment is to be delivered, NCR shall install it ready for use at the site and shall certify this fact to the Customer.

4. **TRANSPORTATION** — All transportation, rigging and drayage charges upon the Equipment and packing cases, if any, both from and to NCR's factories, or resulting from any change in location of the Equipment, shall be paid by the Customer. The charge for transportation shown on the face hereof is for delivery to NCR's Branch Office. Such charge, local freight cost, if any, and the charge for return freight shall be paid by the Customer to NCR with the first payment of Basic Monthly Rental. Return freight charges shall not be removed from the unit of its installation except when such removal is accomplished with NCR's specific consent and by NCR or persons authorized by NCR.

5. **BILLING AND PAYMENT** — The Basic Monthly Rental and any other charges shall be billed on a calendar month basis. The Basic Monthly Rental shall be billed in advance and the other charges shall be billed monthly as accrued. Basic Monthly Rental charges for a fractional part of a calendar month shall be computed at the rate of 1/30th of the monthly charge for each day within such fractional part of a calendar month. All invoices to the Customer pursuant to this Agreement shall be payable within 15 days after receipt. Failure to pay when due for any amount due shall constitute a default. A late charge for such default payment or interest thereon as stated on the invoice.

6. **SUPPLIES** — Monthly rental charges do not include payment for supplies. NCR agrees to sell to the Customer, at NCR's then established prices and upon NCR's regular invoice terms, supplies for use with the Equipment so long as NCR has such supplies available for sale. All supplies used with the Equipment shall meet NCR's specifications.

7. **TITLE AND RISK OF LOSS** — Title to the equipment furnished under this Agreement shall remain with NCR. The equipment will be returned to NCR upon termination of this Agreement, unless termination results from purchase of the equipment by customer, in as good condition as when received except for (a) reasonable wear and tear and (b) loss of or damage to the equipment which is not due to customer's negligence.

8. **PATENTS** — NCR will defend, at its expense, and will pay the cost and damages awarded in any action brought against the Customer based on an allegation that the Equipment or any unit or part thereof or any program furnished by NCR infringes a United States patent, provided that NCR is not a promoter, agent, or authorized licensee of the infringer or alleged infringer, and provided further that NCR shall have had sole control of the defense of any such action and all negotiations for its settlement or compromise. In the event that a final injunction shall be obtained against the Customer's use of the Equipment or any unit or part thereof or program by reason of infringement of a United States patent, or if NCR's attention to the Equipment or any unit or part thereof or any program is likely to become the subject of a claim of infringement of a United States patent, NCR may, at its option and at its expense, either procure for the Customer the right to continue using the Equipment, unit or part, or procure the right to modify the same so that it is not covered by the patent. NCR's attention to the Equipment or any unit or part thereof or any program shall not have any liability to the Customer or any promoter or licensee of such use if any patent infringement or other action in which it is based upon the use of any program or the

Equipment or any unit or part thereof in combination with any program or Equipment or any unit or part thereof not furnished by NCR or if the Equipment is used in a manner for which the Equipment or units or parts thereof were not designed. The above states the entire liability of NCR with respect to infringement of patents by any program or by the Equipment or units or parts thereof or by their operation.

9. **TERMINATION** — This Agreement may be terminated under the following conditions:

a. Either party may terminate the Agreement at the expiration of the such term or any term thereof, upon 90 days' prior written notice, without liability to the other.

b. NCR may, at its election, terminate this Agreement, upon 10 days' prior written notice to the Customer, at any time following NCR's acceptance hereof and prior to installation and certification of the Equipment in the event of the failure of the Customer to make any cash deposit required or in the event of materially adverse changes in the Customer's credit during such interval as revealed by generally recognized credit reporting services.

c. NCR may, at its election, and without prejudice to any other right or remedy, terminate this Agreement and repossess the Equipment upon the filing of a petition in Bankruptcy by or against Customer, or should Customer make an assignment for the benefit of creditors, or should a receiver be appointed or applied for by Customer.

d. NCR may, at its election, treat this Agreement as terminated by Customer and repossess the Equipment in the event Customer cancels this Agreement to delivery, refuses delivery, or fails upon NCR's written notice, to make any payments due hereunder or fails to perform any other obligation to be performed by the Customer hereunder and unless it is determined that Customer had cause for termination, NCR shall be entitled to receive its damages.

e. For a cause set forth in the NCR responsibility section hereof and for the consequences therein prescribed.

10. **DISPUTES** — Should Customer terminate or cancel this Agreement and/or allege that NCR is in default of this Agreement, such issues shall be settled and determined by arbitration. If such allegation or default, whether denominated or based on breach of warranty, misrepresentation, or strict liability, is made as a defense in any suit, such suit shall be dismissed or stayed pending such arbitration. The arbitration shall be conducted under the then current rules of the American Arbitration Association, provided that the arbitrator shall be chosen from a panel of persons knowledgeable in electronic data processing. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held and the award shall be deemed to be made, in the city wherein the NCR Branch Office procuring this agreement is located.

11. **GENERAL PROVISIONS** — NCR may at any time insert in the Schedule the Schedule the number(s) of the units when ascertained. Neither this Agreement nor any unit of the Equipment furnished hereunder may be assigned or sublet by the Customer without NCR's written consent. In no event shall NCR be liable for indirect, special or consequential damages of any nature arising out of the existence, furnishing, functioning or the Customer's use of any unit of the Equipment or any services provided hereunder. All drawing, diagrams, specifications, and other material furnished by NCR relating to the use and service of the Equipment, including the information contained therein, shall remain the property of NCR and may not be reproduced or distributed in any way except with the written permission of NCR. Information relating to the design, construction, operation, functions and/or coding systems of the Equipment supplied directly or indirectly by NCR (except such information as may be established to be in the public domain or which is disclosed pursuant to judicial or governmental action) shall be received by the Customer in confidence, and the Customer shall exercise reasonable care to hold such information in confidence. NCR shall not be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, civil or military authority, civil disturbance, war, strikes, fires, or other catastrophes, shortage of parts, materials, labor, power or transportation, or other force majeure beyond its reasonable control. Any notices required or authorized to be given hereunder shall be deemed to have been given when mailed by certified or registered mail, postage prepaid, as follows: if to the Customer, to the Customer's address as shown on the face of this Agreement; if to NCR, to its local Branch Office; or to such other or further address or addresses as either party may establish by notice given to the other in the foregoing paragraph. This Agreement shall be governed by the laws of the State of Ohio. This Agreement may not be changed or modified in any way subsequent to the date of execution hereof by the Customer except by an instrument in writing signed by the Customer and accepted by NCR at its Home Office.



## ATTACHMENT A-2

NCR Century 100<sup>4</sup> and 200 Use and Maintenance

(A) Regular Use — Payment of the Basic Monthly Rental shall, subject to the terms and conditions hereof, entitle the Customer to availability of the Equipment for use not exceeding 200 hours (as accumulated by a time meter in the central processing unit) during each such month. Time during which a central processor is operating shall be metered time of such central processor and all peripheral units interconnected to operate with the central processor. Time required for maintenance, except when due to the fault of the Customer, shall not be construed as metered time.

(B) Extra Use — The use of the Equipment in excess of the basic 200 hours shall be subject to an extra use charge which for any month shall be the lesser of (a) 1/20 of 1% of the Basic System Monthly Rental plus 1/40 of 1% of the remaining Basic Monthly Rental, multiplied by the number of hours (considering a major fraction as a whole hour) of excess use, or (b) 5% of the Total System Basic Monthly Rental.

(C) Notwithstanding (A) above, if the equipment rental hereunder is furnished to Customer under this Agreement and was not rented to Customer under a rental agreement with NCR prior to the effective date of this Agreement, payment of the Basic Monthly Rental for each of the first three calendar months of the initial term, and any fractional part of a month preceding the initial term, shall, subject to the terms and conditions hereof, entitle the Customer to unlimited use of the Equipment during such period. "Unlimited Use" shall mean availability of the Equipment for use at any time and for any periods of time during such period without additional rental or extra use charges, exclusive of time required for preventive or remedial maintenance and unavailability of the Equipment for reasons other than the fault or negligence of NCR.

NCR agrees to perform periodic preventive maintenance. The Customer shall make the Equipment and reasonable working access thereto available to NCR for the purpose of performing preventive maintenance at mutually convenient scheduled times between 8:00 A.M. and Midnight (local time), exclusive of Sundays and locally recognized business holidays.

NCR agrees to keep the Equipment in good order and repair by performing remedial maintenance during the prime maintenance period. Maintenance shall include the furnishing of necessary replacement parts, the use of NCR's test equipment and the furnishing of NCR maintenance personnel. Neither the Customer nor any other person not specifically authorized by NCR shall perform any maintenance upon the Equipment or modify the Equipment in any way. The "prime maintenance period" shall mean that period of 16 consecutive hours each day between 8:00 A.M. and Midnight or 8 consecutive hours each day between Midnight and 8:00 A.M. (exclusive of meal periods) as selected by the Customer, exclusive of Sundays and locally recognized business holidays. The Customer may, upon 30 days' prior written notice to the NCR Branch Office responsible for maintaining the Equipment, change the prime maintenance period last selected to any other period within the above definition. On-call remedial maintenance shall also be available during periods other than the prime maintenance period, either (a) on an hourly basis at NCR's regular hourly service rates or (b) on an additional scheduled shift basis at NCR's then applicable charges for additional shifts of maintenance.

With respect to any alteration (any change made to the physical, mechanical or electrical arrangement of the equipment whether or not additional devices or parts are required) or attachment (the mechanical, electrical or electronic interconnection of non-NCR equipment marketed by others to NCR equipment), NCR will provide maintenance and repair services for the unaltered portion of the Equipment unless an alteration or attachment creates a safety hazard or renders maintenance and repair impractical.

If an alteration or attachment results in an increase in NCR maintenance on NCR equipment, such increased maintenance will be billed at NCR's then current rates.



ATTACHMENT D-1

NCR Century Warranty — (Temporary)

NCR warrants that the Equipment will be in good working order. NCR's obligations under this warranty are limited to performing preventive and remedial maintenance to keep the Equipment in good working order. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE, and is further in lieu of any obligation or liability of NCR to pay damages (including, without limitation, consequential damages) arising out of or in connection with the use of the Equipment.

NCR Paper



## ATTACHMENT E-1

## Conversion from Other-Make System

Any provision of this Agreement to the contrary notwithstanding, the rental charge for the first calendar month following the date on which the Equipment is certified by NCR as ready for use and for any partial month preceding such calendar month, shall be the greater of 25% of the Basic Monthly Rental for the Equipment as shown in the Equipment Schedule or the amount by which the basic monthly rental for the equipment exceeds the base monthly rental of the system replaced, the rental charge for the second calendar month following such date shall be the greater of 50% of said Basic Monthly Rental, or such difference, and the rental charge for the third calendar month following such date shall be the greater of 75% of said Basic Monthly Rental, or such difference. The full Basic Monthly Rental shall be applicable to the fourth calendar month and subsequent months following such date. The initial term shall commence on the first day of such fourth calendar month and shall continue as otherwise herein provided.

The term "Basic Monthly Rental" as used elsewhere in this Agreement shall include within its meaning those reduced monthly rental charges described above.

In lieu of the rental reduction provisions contained in the first two sentences above, an additional Systems Support Allowance in the amount of \$ 7,380.00 has been included in the allowance shown on Attachment C-1, P 6373

NO. OF  
PAGES  
BY OFFICE  
REFERENCE  
NO.

BUSINESS  
NAME



## ATTACHMENT C-1

## Systems Support and Education

(A) Rental or purchase of the Equipment, as the case may be, entitles the Customer to a Systems Support Allowance in the amount of \$ 16,630.00 and an Educational Services Allowance in the amount of \$ 2,000.00, both of which are included in the purchase price or rental of the Equipment, against which chargeable systems support services and the price(s) of NCR courses will be applied, respectively. The two allowances are mutually exclusive and no charges or costs may be applied to either allowance except as specifically provided below.

## (B) Systems Support Allowance

- (1) Time spent in systems support services not requested by the Customer including support necessary for equipment maintenance shall be free of charge and will not be charged against the system support allowance. All other systems support services and assistance furnished by NCR to Customer (which NCR agrees to furnish as available on request of Customer) shall be charged against the system support allowance until the allowance shall have been exhausted based on service rendered at NCR's standard rates in effect at the time such services are rendered. Upon exhaustion of the allowance, NCR agrees to continue furnishing such services at its then standard rates, which Customer agrees to pay.
- (2) The systems support allowance must be used while the Equipment is owned or leased by Customer. Any portion of the allowance remaining unused at the time of sale (including resale or trade-in to NCR) or termination of the lease, shall be cancelled without refund.
- (3) Systems support shall be performed at a location most suitable for performance of the work during NCR's normal business hours Monday through Friday, excluding holidays. Support services performed outside normal business hours and/or days shall be debited to the allowance or charged at the rate of 125% of the standard rate. Time spent on systems support services shall be debited or charged on either an hourly, half man day or full man day basis provided that the minimum amount debited or charged in any one day shall be a half man day.

## (C) Educational Services Allowance

- (1) The price for each student enrolled in an NCR education course/seminar in effect at the time of enrollment, shall be charged against the allowance and the Customer shall be entitled to enroll, until the educational services allowance is exhausted, such of its employees or agents in NCR educational courses as are from time to time offered and available. Upon exhaustion of the allowance, NCR agrees to offer such courses to Customer at its then standard rates. The price includes all course material and machine time, if applicable, but does not include travel to and from the location of the course and living expenses of the student while in attendance.
  - (2) Upon receipt from Customer of an NCR supplied enrollment form for each student and for each course, the NCR Branch Office obtaining this order shall schedule attendance conforming as closely as possible to the Customer's request, but may at any time reschedule attendance.
  - (3) NCR assumes no responsibility to ensure any level of competence upon completion of a course.
- (D) Any program furnished by NCR in connection with the Equipment furnished hereunder shall at all times remain the property of NCR; and Customer shall acquire no right in and to the program except to use such program. Customer shall not sell, rent, loan, disclose or otherwise communicate or make available the program, or any part or modification thereof to any person, and shall take all reasonable precautions to maintain the confidentiality of the program, but not less than that employed to protect its own proprietary information unless otherwise agreed to by NCR in writing. In the event of termination for any reason of a rental contract, unless extended, or sold by Customer of the equipment, Customer shall thereafter cease to use any program furnished by NCR or any facsimile thereof and shall promptly delete the program from its library and return to NCR any material associated therewith or a part thereof and any copies. NCR shall also have and may cumulatively exercise such further rights as it might have at law or in equity in such cases.
- (E) NCR agrees to furnish Customer with programming services, subject to availability of personnel at NCR's then current rates. NCR shall have the right to retain copies, disclose and further use any program developed and the product of any such services.



THE NATIONAL CASH REGISTER COMPANY • DAYTON 9, OHIO

DATA PROCESSING • ACCOUNTING MACHINES • CASH REGISTERS • ADDING MACHINES • SUPPLIES AND SERVICE

FORT WAYNE, INDIANA  
2437 Fairfield Ave.  
P. O. Box 2467  
Phone 53-5291  
533

September 7, 1972

Dr. Jerry Boswell  
Chairman, Board of Public Works  
City of Fort Wayne

Dear Sirs:

This letter will confirm our commitment of support in your transition from your current IBM 360-20 to our Century 101 Computer. We will provide you at no charge a compatible system to use in debugging, rewriting, data converting and parallel running. It should be noted that the latter activity may include complete production running of your current systems as long as needed pending our complete installation of the Century 101. This is not to say that we normally expect difficulty in bringing our systems up, but rather, our promise to provide you with a system to allow you to continue your production work such as payroll, pensions and billing if some unexpected problem does arise. We cannot necessarily promise you the use of the TMX installation but we have many other local systems which are compatible and can assure you ample time.

In addition to the above, we will provide you with a full time analyst/programmer at your site and a part time analyst/programmer at our site. Both persons will be on our payroll but will be applied against your support credit of \$16,600.00. We will also provide your staff at no charge the translator program which will convert your RPG programs.

I am sure that you will find this letter of commitment to be compatible with our oral commitments.

We are looking forward to providing the City of Fort Wayne with the finest Data Center at the least cost. If there is anything more we can help you with, please feel free at any time to contact either Mr. Mike Wuertz or myself. Thank you.

Respectfully,

Mr. Robert K. Irons  
Branch Manager

RKI:jes

cc: Mr. Mort Mendel      Mr. Tom Lewis  
    Mr. Carl Wall